

Boone

IAFF #678

7/1/2005 6/30/2007

AGREEMENT BETWEEN
THE CITY OF BOONE, IOWA
AND THE
LOCAL NO. 678, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
JULY 1, 2005 - JUNE 30, 2007

INDEX

Article I	Intent and Purpose	Page 4
Article II	Rights and Responsibilities	Page 4
Article III	Hours of Work	Page 5
Article IV	Clothing Allowance	Page 5
Article V	Holidays and Anniversary Pay	Page 6
Article VI	Vacations	Page 6
Article VII	Sick Leave	Page 7
Article VIII	Funeral Leave	Page 8
Article IX	Military Leave	Page 8
Article X	Insurance	Page 8
Article XI	Wages	Page 9
Article XII	Liability	Page 10
Article XIII	Effective Date	Page 10
Article XIV	Union Leave	Page 10
Article XV	Exchange Shifts	Page 10
Article XVI	Longevity Pay	Page 10
Article XVII	Parking	Page 11
Article XVIII	Classification	Page 11
Article XIX	Seniority	Page 11
Article XX	Leave of Absence	Page 11
Article XXI	Eye Glasses and Contacts	Page 12
Article XXII	Dues Deduction	Page 12

Article XXIII	Union Rights	Page 12
Article XXIV	Leave of Absence - Witness Pay	Page 12
Article XXV	Health and Safety	Page 12
Article XXVI	Printing this Agreement	Page 13
Article XXVII	Grievance Procedure	Page 13
Article XXVIII	Job Security/Layoffs	Page 15
Article XXIX	Severability	Page 15
Article XXX	Drug Testing	Page 15
Article XXXI	Equipment Replacement	Page 15

ARTICLE I
INTENT AND PURPOSE

1.1 The parties recognize and declare the necessity of providing the most efficient, least costly and highest quality fire protection for the citizens and taxpayers of the CITY.

1.2 The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the CITY, the BARGAINING UNIT and the employees covered by this Agreement, and to assure effective and efficient operations of the CITY.

1.3 The parties intend to set forth herein the negotiated understandings of the parties respecting wages and the terms and conditions of employment to be observed by the parties hereto, and to prevent any strike, lockouts, work slowdowns or stoppages, or other interruptions of work or interference with the operations of the CITY.

ARTICLE II
RIGHTS AND RESPONSIBILITIES

2.1 Public employer rights. Public employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right to:

- A. Direct the work of its public employees.
- B. Hire, promote, demote, transfer, assign and retain public employees in positions from within the public agency.
- C. Suspend or discharge public employees for proper cause.
- D. Maintain the efficiency of governmental operations.
- E. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- F. Determine the implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
- G. Take such actions as may be necessary to carry out the mission of the public employer.
- H. Initiate, prepare, certify and administer its budget.
- I. Exercise all powers and duties granted to the public employer by law.

ARTICLE III

HOURS OF WORK

3.1 This Article is intended to set forth the normal work schedule, but shall not be construed as a guarantee of hours of work per day or per week, or the days of work per week.

3.2 The normal work shift shall consist of twenty-four (24) hours on duty starting at 07:00 during which the member shall eat two (2) meals at the fire station.

3.3 To determine the regular hourly rate of pay, the employee's monthly wage, including longevity, shall be multiplied by twelve (12) and divided by twenty seven hundred and fifty-six (2,756) representing the annual duty hours.

3.4 In the event a BARGAINING UNIT member is called upon to work anytime other than his regularly scheduled shift or has been called back from vacation because of emergency, sickness, or other unforeseen conditions, overtime shall be paid at one and one-half (1 ½) time the hourly rate and the member will be paid for a minimum of two (2) hours at twice the hourly rate. If the work to be performed is contiguous to an employee's regular shift, the employee shall be paid for the time worked at twice (2) the regular hourly rate of pay, up to a maximum of two (2) hours and then revert to the rate of one and one-half (1 ½) times the hourly rate. If the same BARGAINING UNIT member is asked to come in on more than one (1) occasion during the same two (2) hour period, they will not receive additional pay until the initial two (2) hours have expired.

3.5 All training received outside of a Bargaining Unit members scheduled shift will be paid at one and one-half (1 ½) times the Bargaining Unit Members hourly rate of pay. The Bargaining Unit Member will only be paid for actual class time. The Fire Chief will pre-approve attendance for all training requiring overtime pay. Attendance at training sessions, off site, while on duty, must be approved by the Fire Chief.

3.6 All overtime work must be determined by and authorized by the Fire Chief. If the Fire Chief is unavailable, his designee shall be authorized to do so.

ARTICLE IV

CLOTHING ALLOWANCE

4.1 All members of the BARGAINING UNIT shall receive an annual uniform allowance of Four Hundred Dollars (\$400.00) which shall be used to purchase and maintain the work uniform prescribed by the CITY. No receipts will be submitted to the City for the purpose of adjusting taxable income.

4.2 The uniform allowance shall be paid one-half (1/2) the first pay period in January and one-half (1/2) the first pay period in July of each year.

4.3 It is the employee's responsibility to keep such uniform in a clean condition so that he/she will be able to start the shift in a clean and presentable uniform.

4.4 All protective clothing or protective devices required of employees in the performance of their duties shall be furnished, without cost, to the employee by the CITY.

ARTICLE V

HOLIDAYS AND ANNIVERSARY PAY

5.1 In addition to their regular monthly wages as set out in Article XI hereof, all members of the BARGAINING UNIT shall be paid at their regular hourly rate of pay for twelve (12) hours additional pay on New Years Day, Presidents Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

5.2 In order to be entitled to the holiday pay benefit, the employee must have worked on his last scheduled work day preceding, and his first scheduled work day following such holiday, unless the employee has an excused absence by the Fire Chief or the Fire Chief's designee.

5.3 BARGAINING UNIT employees will accrue one (1) floating personal day off per year, awarded on their birthday. This shall be used by their next birthday. Normal request for time off procedures will be utilized to use the floating personal day.

ARTICLE VI

VACATIONS

6.1 Employees shall be granted vacation is as follows:

- A. New Employees are not entitled to any vacation until they have completed one (1) year of continuous employment.
- B. After one (1) year of continuous employment, the employee will be entitled to a three (3) working shifts vacation.
- C. After two (2) years of such employment, the employee will be entitled to a six (6) working shifts vacation.
- D. After five (5) years of such employment, the employee will be entitled to an eight (8) working shifts vacation.
- E. After ten (10) years of such employment, the employee will be entitled to an eleven (11) working shifts vacation.
- F. After eighteen (18) years of such employment, the employee will be entitled to twelve (12) working shifts vacation.

6.2 Annual vacations may be taken at anytime during the year, but not less than eight (8) hours may be taken at a time. An employee may accumulate his annual vacation leave to a maximum of twice (2) his or her annual entitlement.

6.3 As far as practical, vacations will be scheduled for the period requested by the employee with the CITY according proper consideration to an employee's seniority; however those with twenty-four (24) hour vacation will take priority over sixteen (16) hour vacation requests, sixteen (16) hour vacation request will take priority over twelve (12) hour vacation requests, twelve (12) hour vacation requests will take priority over eight (8) hour vacation requests. The eight (8) hour increments must be taken in one or more of the following periods, 7:00 A.M. to 3:00 P.M., 3:00 P.M. to 11:00 P.M., 11:00 P.M. to 7:00 A.M. The twelve (12) hour increments must be taken in the first (7:00 A.M. to 7:00 P.M.) or second (7:00 P.M. to 7:00 A.M.) half of the shift. However, the right to schedule vacations is reserved to the CITY to assure efficiency and continuity of operations.

6.4 The Department Head shall make changes in members' vacation schedules only to meet emergencies. In the event it is necessary to cancel a scheduled vacation, the affected member may reschedule his vacation provided it does not affect another members vacations periods. Every attempt shall be made to grant members vacation at the requested time. If a member is hospitalized while on his vacation, the portion of the paid vacation spent in the hospital shall be charged to sick leave.

6.5 Any member separated from employment by resignation, death, retirement or discharge, shall at the time of separation, be compensated in cash at the member's regular rate of pay, for all accumulated, unused vacation time. Vacation leave accumulated during the final year of employment shall be prorated to the date of resignation, death, retirement or discharge.

ARTICLE VII

SICK LEAVE

7.1 Employees shall be allowed one and one-half (1 ½) days sick leave for each month of service. Employees shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed, in an unlimited amount. Employees' sick leave shall be charged out by the hour.

7.2 At the time of permanent separation from the CITY, he/she shall be compensated their unused sick leave at their regular rate of pay. Employees with less than eighteen (18) years of service terminated for just cause, will not be compensated if the termination is upheld following the exhaustion of all legal remedies.

18 years plus	80% of 180 days
11 - 17 years	80% of 150 days
5 - 10 years	80% of 120 days
0 - 4 years	None

- 7.3 In the case of illness or injury of a member of the "immediate" family (as described in Article VIII paragraph 8.1), which shall require emergency and/or serious hospitalization, the employee may take off four (4) working days per year with pay, which are deductible from the employee's accumulated sick leave. The employee shall return to work as soon as arrangements are made. Further, the Chief shall permit additional time to be taken by the employee for such purpose, if, in his opinion, the additional time off will benefit the employee or a sick or injured member of the employee's immediate family. Additional time off shall be deducted from the employee's accumulated sick leave.

ARTICLE VIII **FUNERAL LEAVE**

8.1 All members of the BARGAINING UNIT shall be granted a leave of absence with pay for up to three (3) working shifts through the day of the burial in the event of the death of an immediate family member. The immediate family shall be defined as a spouse and the children of the member, mother, father, brother, sister, grandparent or grandchild, of the member, and those of the spouse's family. Any other funeral leave is with the consent of the Fire Chief or the Fire Chief's designee.

8.2 To qualify for funeral leave, the employee must notify the Fire Chief, or his designee, to take the time off, and attend the funeral of the relative who died.

8.3 The employee shall be paid on the basis of his or her regular hourly rate for the period of such funeral leave.

8.4 An employee who must travel 250 miles or more one way to attend such a funeral may be granted one extra working shift of leave to do so, and this extra time shall be charged against the employee's sick leave allowance.

8.5 Additional time off, without pay can be requested and may be granted by the Fire Chief, in his discretion.

ARTICLE IX **MILITARY LEAVE**

9.1 Military leave shall be granted to permanent employees by the Fire Chief in accordance with the provisions of Section 29A.28 of the Code of Iowa.

ARTICLE X **INSURANCE**

10.1 The CITY agrees to pay the employee's share and his family's share of the medical insurance with a major medical plan. The medical plan used is to be designated by mutual agreement between the employees and the CITY at a level equal to or greater than the current coverage in effect. The CITY shall provide Ten Thousand Dollars (\$10,000.00) life insurance and Ten Thousand Dollars (\$10,000.00) accidental death and dismemberment insurance protection for every employee of the City of Boone Fire Department.

10.2 Health Insurance provided shall be Coventry Health Care of Iowa Inc. Open Network, Plan OPN CH S-2-E, Group #7024830002. (Effective July 1, 2004) See **Attachment # 1** for full benefit details.

10.3 Dental Insurance. A Group dental Plan will be offered by the CITY, which the employee can accept voluntarily. The plan will be Blue Cross and Blue Shield, Blue Dental National Dental Network. BS Plan Code 640, BS plan Code 140. (Effective July 1, 2004) See **Attachment # II** for full benefit details. The City will pay one hundred percent (100%) of the single coverage. The City and Employee will split the additional cost for the family plan fifty percent (50%). The maximum premium cost to the Employee will be Ten Dollars (\$10.00).

ARTICLE XI

WAGES

11.1 For the fiscal years 2005-2007 (July 1, 2005 through June 30, 2007), the employees of the Fire Department shall receive the following salaries.

<u>POSITION</u>	<u>SALARY</u>		
	07/01/05	07/01/06	
Captain	\$3,825.28	\$3,940.04	
Fire Fighter 2 Years	\$3,521.69	\$3,627.34	
Fire Fighter 18 Months	\$3,346.97	\$3,447.38	
Fire Fighter 12 Months	\$3,174.47	\$3,269.70	
Starting	\$2,778.23	\$2,861.58	

11.2 Effective July 1, 2005 the CITY will pay Thirty (\$30.00) Dollars per month to Fire Fighters who hold EMT-B certification.

Effective July 1, 2005 the CITY will pay Forty (\$40.00) Dollars per month to Fire Fighters who hold EMT-I certification or above. Each employee shall receive up to 24 hours of pay, in a two year period, with prior approval of the Chief or his designee at the rate of 1 ½ times the employee's hourly rate of pay for EMS recertification training as required by Iowa EMS.

11.3 Pay Days and Pay Periods. The first payday of the month shall be the first of the month. If the first of the month falls on a weekend or holiday the payday will be on the last

workday prior to the first. However, if the first of July or January falls on a weekend or holiday, payment will be made the first day after the weekend or holiday.

11.4 The second payday in the month will be the 15th. If the 15th falls on a weekend or holiday, payment will be made on the day prior to the weekend or holiday.

ARTICLE XII **LIABILITY**

12.1 The CITY shall defend and save harmless and indemnify any member of the BARGAINING UNIT from damages under any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission of such member, occurring within the scope of his/her employment or duties. However, the duty to save harmless and indemnify does not apply to awards for punitive damages.

ARTICLE XIII **EFFECTIVE DATE**

13.1 The terms of the Agreement shall become effective on July 1, 2005, and shall continue in full force and effect until June 30, 2007.

ARTICLE XIV **UNION LEAVE**

14.1 Employees elected to an elected UNION representative duty shall be granted time to perform their UNION functions, including attendance at conventions, conferences and seminars up to a total of six (6) twenty-four (24) hours shifts per year without loss of pay. This time can be used in six (6) hour increments. Three (3) members of the negotiation team shall be allowed time off for all meetings which shall be mutually set by the CITY and the UNION.

ARTICLE XV **EXCHANGE SHIFTS**

15.1 Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, or create overtime and with the consent of the Fire Chief or Fire Chief's designee.

ARTICLE XVI

LONGEVITY PAY

16.1 The member agrees to the following longevity pay or service pay which shall be added to the monthly salary and wages of each employee. Each employee shall receive, after three (3) years of service, Three Dollars (\$3.00) per month per year of service up to a maximum of twenty-seven (27) years of service. Any employee who as of July 1, 1988, is receiving over the maximum of twenty-seven (27) years shall continue to receive their current rate, but it shall be capped at that amount. Each year change shall be the anniversary date of the employee's starting time with the CITY.

ARTICLE XVII **PARKING**

17.1 The CITY shall provide, without cost to employees on duty, adequate parking space adjacent to all Fire Department facilities.

ARTICLE XVIII **CLASSIFICATION**

18.1 When working out of classification, any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he or she normally holds, shall be paid at the rate for that position or rank while so acting. This shall include any employee who is to work in a Captain's Position who is not of that rank.

ARTICLE XIX **SENIORITY**

19.1 Seniority will be defined as the total length of service in the Fire Department and shall occur from the first day of employment.

ARTICLE XX **LEAVE OF ABSENCE**

20.1 A request for leave of absence without pay must be submitted to the Fire Chief, in writing, setting out the circumstances in full as to why such leave is requested. The request will be considered on the basis of the workload existing or anticipated in the department, the circumstances of the request, service rating and will then be acted on by the City Council.

ARTICLE XXI
EYE GLASSES AND CONTACTS

21.1 The CITY shall pay for seventy-five percent (75%) of the cost of replacing or repairing any eye glasses or contacts damaged or destroyed or lost while performing required duties as a fire fighter and while on the job. No payment shall be made for any costs resulting from damage done while off duty.

21.2 The CITY shall provide prescription lenses and mounting brackets for SCBA masks.

ARTICLE XXII
DUES DEDUCTION

22.1 The CITY, upon receipt of a written authorization from a member of the BARGAINING UNIT specifying the amount to be withheld, shall deduct membership dues to the Union from such authorizing member's paycheck and aggregate total of such deduction shall be paid each pay period to the Union.

ARTICLE XXIII
UNION RIGHTS

23.1 The Union has the right to hold meetings in the Fire Department meeting room. The Union further has the right to post information concerning union business on a bulletin board within the Fire Department.

ARTICLE XXIV
LEAVES OF ABSENCE - WITNESS PAY

24.1 BARGAINING UNIT members will continue to be compensated at their regular rate of pay when called upon to appear in Court concerning job related litigation.

ARTICLE XXV
HEALTH AND SAFETY

25.1 A regular program of equipment inspection and maintenance with adequate documentation, thereof, with due regard to OSHA/statutes, rules & regulations and Iowa Department of Transportation shall be instituted by the Fire Chief. Members of the BARGAINING UNIT shall be responsible for such inspection and ordinary maintenance and simple repairs on equipment including fire trucks, but shall not be required to do major repairs.

In the event the BARGAINING UNIT, through its duly elected officers, determines that a piece of equipment is unsafe to operate, a written notice thereof shall be delivered to the Fire Chief for action. If the Fire Chief fails or refuses to institute the necessary repairs or to otherwise answer the complaint with ten (10) days of receipt of such notice, with a notation of the Fire Chief's action thereon, shall be delivered to the Chairman of the Boone Public Employee Relations Committee for investigation and, if necessary, action, with a copy to the Fire Chief.

After the delivery of such notice to the Council Committee Chairman, if the requested repair is of a life or injury threatening nature, the equipment in question shall be taken out of service until the impasse between the BARGAINING UNIT and the Fire Chief is resolved by the Public Employee Relations Committee or by the Council as a whole in the event the matter is turned over to the Council by the Committee.

25.2 A physical exam will be required for all Bargaining Unit employees once every two (2) years. The physical will be arranged by the City. The physical will be a general type. If the physical requires an employee to improve his/her health status in a specific area, the employee will be required to revisit the doctor in six (6) months to review the improvement. All costs of this requirement will be paid for one hundred percent (100%) from the City's Health Insurance Program. Employees under this wellness program can only be discharged from City employment if their physical condition meets the State pension system's disability requirements.

ARTICLE XXVI

PRINTING THIS AGREEMENT

26.1 The UNION will print the collective agreement without cost, and provide each member of the BARGAINING UNIT with a copy of the agreement and the CITY with one (1) copy. The contract will be printed by the UNION within thirty (30) days of the date upon which the contract has been signed by representatives of the EMPLOYER and the UNION.

ARTICLE XXVII

GRIEVANCE PROCEDURE

27.1 Definition: A grievance is a claim by an employee, a group of employees or a union that a specific provision or provisions of this Agreement have been violated, misinterpreted or misapplied by the CITY.

27.2 Grievant: The grievant is an employee, a group of employees or the UNION filing the grievance.

27.3 Purpose: The purpose of this grievance procedure shall be to settle all grievances between the parties as quickly as possible so as to insure efficiency and promote the

members' morale. Should any member, group of members or the UNION feel a grievance exists, an adjustment shall be sought as set out in the steps of Sections 27.6.

27.4 An employee is entitled to be represented by a UNION representative at all steps of the grievance procedure. In the event an employee chooses not to be represented by the UNION, a grievance will not be resolved without the consent of the UNION nor a grievance proceeds beyond Section 27.5, Step 2, of the process, an employee may not evoke arbitration without the consent of the UNION. The UNION will make all requests for arbitration.

27.5 The UNION will certify to the CITY the names of three (3) representatives for the purpose of representing the Fire Department members in the investigation and presentation of grievances. One (1) representative will be designated a chairperson of this grievance committee. The chairperson may use a reasonable amount of duty time to investigate grievances providing that this time does not interrupt regular fire department work.

27.6 Procedure:

STEP I

A grievance shall be presented in writing to the Fire Chief, within twenty (20) calendar days of the occurrence or the discovery of the occurrence of the alleged grievance. The Fire Chief shall arrange for such meetings and make such investigations as are necessary. The Fire Chief shall attempt to settle the grievance and will respond to the UNION within seven (7) calendar days of the receipt of the grievance. If a satisfactory settlement is reached it shall be final if signed by both parties.

STEP II

If the grievance is not settled it shall be presented to the City Administrator, in writing seven (7) calendar days of the receipt of the response of the Fire Chief. The City Administrator shall meet with the grievance committee in an attempt to adjust or settle the grievance.

The City Administrator shall respond to the UNION, in writing within seven (7) calendar days of the receipt of the grievance. If an accepted solution has been reached, it shall be final if signed by both parties.

STEP III

The UNION has the right to request arbitration if the grievance has not been resolved through Step 2 of the grievance procedure. A copy of this request shall be provided to the City Administrator.

The parties will request a list of arbitrators from the Public Employment Relations Board and will select an arbitrator through an alternate striking process. The parties will flip a coin to determine the order of striking. The party losing the toss will strike the first name from the list. The parties may, through mutual agreement, select an arbitrator without requesting a list from the Public Employment Relations Board.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the hearing.

Expense for the arbitrator's services shall be borne equally by the CITY and the UNION.

The failure of the CITY, or its representatives to timely respond at each step of the grievance procedure, allows the UNION, employee or groups of employees to pursue the grievance to the next step of the grievance procedure.

ARTICLE XXVIII **JOB SECURITY/LAYOFFS**

28.1 Layoffs shall be made on the basis of seniority with the least senior man being reduced first. All employees shall have at least a Thirty (30) day notice of layoff.

ARTICLE XXIX **SEVERABILITY**

29.1 Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by the decision of any authorized government agency, such invalidation or part or portion of this Agreement shall not invalidate the remaining portions thereof, provided however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts of provisions rendered or declared illegal or unfair labor practices. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXX **DRUG TESTING**

30.1 Drug testing shall follow the provisions set forth in Section 730.5, Code of Iowa.

ARTICLE XXXI **EQUIPMENT REPLACEMENT**

31.1 Should an employee use their personal tools to do CITY work and that item is broken or damaged, the CITY shall replace or repair at the CITY'S expense. Use of, and the repair or

replacement of employee's personal equipment shall be pre approved by the Fire Chief and/or the Fire Chief's designee prior to the beginning of work on the project.

City of Boone, Iowa

Local 678, Fire Fighters

By: John Slight
Employer-Mayor

By: Chris Swank
President-Union

Date: 3-17-05

Date: 3-17-05

ATTACHMENT I

Summary of Benefits

Open Choice S-2-E



COVENTRY
Health Care of Iowa, Inc.

BENEFITS

MEMBER PAYS

	Participating Providers	Non-Participating Providers
Deductibles		
Individual per calendar year.....		\$200 Combined
Family per calendar year.....		\$400 Combined
Physician Services	\$5 copayment	\$10 copayment
Maternity Services		
Routine Prenatal & Postnatal Physician Services	\$5 copayment on 1 st visit only	\$10 copayment 1 st visit only
Inpatient Facility Services*	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Inpatient Professional Services	10% coinsurance	20% coinsurance
Outpatient Facility Services		
X-Rays & Laboratory	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Ambulatory Surgery*	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Outpatient Professional Services	10% coinsurance	20% coinsurance
Short-Term Therapy Services* (Short-Term therapies are covered from their original onset up to a period of 60 days.)	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Mammograms	\$35 copayment	Deductible then 20% coinsurance
Infertility Diagnosis and Treatment* (\$15,000 lifetime maximum)	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Nursing Facility Services*	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Home Health Care*	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Injectable Drugs*	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Hospice*	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Spinal Manipulation (limited to twenty visits per calendar year)	Deductible then 10% coinsurance	Deductible then 20% coinsurance

	<u>Participating Providers</u>	<u>Non-Participating Providers</u>
Durable Medical Equipment/Disposable Supplies* (subject to a \$5,000 calendar year maximum).....	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Prosthetic Devices* (subject to a \$5,000 calendar year maximum).....	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Urgent Care Facility Services (not provided at a physician's office).....	Deductible then 10% coinsurance	Deductible then 20% coinsurance
Emergency Care Services (hospital emergency room - waived if admitted).....	Deductible then 10% coinsurance	Deductible then 10% coinsurance
Ambulance Services* Ground & Air.....	Deductible then 10% coinsurance	Deductible then 10% coinsurance
Out-of-Pocket Maximum Individual per calendar year.....		\$600 combined
Family per calendar year.....		\$800 combined
Maximum Lifetime Benefit		\$2,000,000 combined

*Prior approval required. Financial penalties may apply if prior approval is not obtained.

Your Coverity Plan & Agreement covers many services, which are called *benefits*. All covered services are subject to contract limitations. All covered services must be medically necessary. Even though your provider may recommend a procedure, service, or supply, the care may not always be medically necessary. See your Evidence of Coverage (EOC) for further detail on Medical Necessity, Covered Services and a listing of Exclusions and Limitations.

Exclusions and Limitations – The above exclusions and limitations are provided as a brief summary. A complete listing of exclusions and limitations can be found in Section 6 of your Evidence of Coverage. Please consult your HMO Point-of-Service Evidence of Coverage to determine the exact terms, conditions and scope of coverage.

Prior Authorization – Prior Authorization helps determine whether a proposed treatment plan is medically necessary and a benefit of this Agreement. Before you receive certain services, supplies, or procedures, you or your Participating Physician must request prior authorization. If you choose to have a requested service performed even though we were unable to certify the medical necessity of the services, you will be responsible for the charges. Services requiring prior authorization include, but are not limited to: Inpatient hospital admissions; outpatient therapies; outpatient surgeries; organ transplant services; oral surgical services; reconstructive surgery; nursing facility care; home health care; hospice care; durable medical equipment; prosthetic devices; rehabilitative services; and sleep studies. For a complete listing of services requiring prior authorization, please see Section 5 in your HMO Point-of-Service Evidence of Coverage.

Definitions (For additional definitions please see Section 14 of your HMO Point-of-Service Evidence of Coverage)

Coinurance – The amount, calculated using a fixed percentage, you pay each time you receive certain covered services.

Copayment – The member's responsibility for a dollar amount per service; specified in this Agreement.

Deductible – The dollar amount of medical expenses for Covered Services that You are responsible for paying before benefits subject to the Deductible are payable under this Agreement.

Emergency Medical Condition – the sudden onset of acute symptoms of sufficient severity (including pain) which would cause the prudent layperson, with average knowledge of health and medicine, to reasonably expect the absence of immediate attention to result in serious jeopardy to the health of the individual (or unborn child), serious impairment to bodily functions, or serious dysfunction of any bodily organ or part. Examples include but are not limited to: broken bone; chest pain; seizures or convulsions; severe or unusual bleeding; severe burns; suspected poisoning; trouble breathing; and vaginal bleeding during pregnancy.

Out-of-Network Rate – The Out-of-Network Rate is the maximum amount covered by Us for approved out-of-network services. This rate will be derived from either a Medicare based fee schedule or a percent of billed charges as determined by Us. You are responsible for Charges that exceed our Out-of-Network Rate for Non-Participating Providers. This could result in you having to pay a significant portion of your claim. Balances above the Out-of-Network Rate do NOT apply to your Out-of-Pocket Maximum.

Out-of-Pocket – The individual Out-of-Pocket Maximum is a limit on the amount You must pay out of Your pocket for specified Covered Services in a calendar year, as specified in this Schedule of Benefits. The family Out-of-Pocket Maximum is the limit on the total amount Members of the same family covered under this Agreement must pay for specified Covered Services in a calendar year. Coinsurance and Deductible amounts apply to your Out-of-Pocket Maximum. Copayments and Charges that exceed our Out-of-Network Rate for Non-Participating Providers do not apply to your Out-of-Pocket Maximum. You will be responsible for office visit copayments throughout the calendar year.

Urgent Care – Urgent Care is Medically Necessary care for an unexpected illness or injury that does not qualify as an Emergency Medical Condition but requires prompt medical attention.

Transplant Services - Services related to Medically Necessary organ transplants are covered when approved by Us and performed at a facility approved by Us. For further information please see Section 5.6 of your Evidence of Coverage.

Visit our website www.chcflowa.com to:

- > View personal coverage information;
- > Change your primary care physician;
- > Search our on-line formulary for prescription drug information;
- > Locate a health care provider;
- > Notify us of an address or family change;
- > View claims and referrals;
- > Learn about a variety of health information topics with links to some of the best internet sites for health education;
- > Access your personal information whenever you want...24 hours a day, 7 days a week!

Throughout your Agreement, You will find that we encourage you to contact us for further information. Whenever you have a question or concern regarding Covered Services or any required procedure, please contact us at www.chcflowa.com or at the telephone number on your identification card.

ATTACHMENT II

Benefit Summary

Blue Dental

City of Boone

Call 1-877-333-0164 for Customer Service

This is a general description of coverage. It is not a statement of contract. Actual coverage is subject to terms and conditions specified in the Benefits Certificate you will receive after you enroll and the enrollment regulations in force when the certificate becomes effective. Certain exclusions and limitations apply.

PAYMENT CATEGORY:	DEDUCTIBLE	COINSURANCE	BENEFIT PERIOD MAX
CHECK UPS AND TEETH CLEANING (Diagnostic and Preventive Services)	waived	0%	\$1000 per covered person (excludes Straighter Teeth)
1. Dental Cleaning 2. Routine Oral Examination 3. Topical Fluoride Applications 4. X-rays 5. Sealant Applications 6. Space Maintainers 7. Periodontal Maintenance Therapy			
CAVITY REPAIR AND TOOTH EXTRACTIONS (Routine and Restorative Services)	(single/family) \$50/\$100	20%	
1. Contour of Bone 2. Emergency Treatment 3. General Anesthesia/Sedation 4. Restoration of Decayed or Fractured Teeth 5. Limited Occlusal Adjustment 6. Routine Oral Surgery			
ROOT CANALS (Optional) (Endodontic Services)		20%	
1. Apicoectomy 2. Direct Pulp Cap 3. Pulpotomy 4. Retrograde Fillings 5. Root Canal Therapy			
GUM AND BONE DISEASES (Optional) (Periodontal Services)		20%	
1. Conservative Procedures 2. Complex Periodontal			
HIGH-COST RESTORATIONS (Optional) (Cast Restorations)		20%	
1. Cast Restorations a. Crowns b. Inlays c. Onlays d. Posts and Cores			
DENTURES AND BRIDGES (Optional) (Prosthetics)		20%	
1. Bridges 2. Dentures 3. Implants			

The following dental services are broken down by category to present a detailed overview of the limitations included within each.

Check-ups and Teeth Cleaning

- Dental cleaning/prophylaxis—twice per benefit period
- Oral evaluations - twice per benefit period
- Topical fluoride applications—for dependent children under the age of 19 once every 12 consecutive months
- X-rays
 - * Bitewing x-rays—once every 12 consecutive months
 - * Full-mouth x-rays—once every 5 consecutive years
 - * Occlusal and extraoral x-rays
 - * Periapical x-rays
- Topical sealant applications—for eligible dependent children under age 15; once per permanent first and second molars in a lifetime
- Space maintainers—only for dependant children under age 15

Cavity Repair and Tooth Extractions

- Contour of bone (alveoloplasty)
- Emergency treatment for the relief of pain or infection of dental origin
- General anesthesia/sedation
- Restoring decayed or fractured teeth
- Limited occlusal adjustment
- Routine oral surgery

Root Canals

- Apicoectomy/periradicular surgery
- Direct pulp caps
- Pulpotomy
- Retrograde fillings
- Root canal therapy

Gum and Bone Diseases

- Conservative periodontal procedures (periodontal splinting, root planing and scaling)—once every 24 consecutive months for each quadrant
- Complex periodontal procedures—once every 3 consecutive years for each quadrant
- Periodontal maintenance therapy

High-cost Restorations

- Cast restorations for advanced tooth decay or fracture—once every 5 consecutive years beginning from the date the cast restoration is cemented in place
 - * Crowns—limited to teeth that cannot be restored with a routine filling and once every 5 years per tooth
 - * Onlays
 - * Inlays
 - * Posts and cores

Dentures and Bridges

- Bridges - once every 5 years
- Bridge repair
- Dentures—once every 5 consecutive years
- Denture relining if performed 6 months or more after initial placement and limited to once every 2 years
- Implants